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15 **UNITED STATES DISTRICT COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**

17 JONATHAN GABRIELLI, an individual, on
18 behalf of himself, the general public, and those
19 similarly situated,

20 Plaintiff,

21 vs.

22 MOTOROLA MOBILITY LLC,

23 Defendants.

Case No.: 4:24-cv-09533-JST

[Assigned to the Hon. Jon S. Tigar]

**DEFENDANT MOTOROLA MOBILITY
LLC'S ANSWER TO PLAINTIFF
JONATHAN GABRIELLI'S
COMPLAINT**

DEFENDANT’S ANSWER TO PLAINTIFF’S COMPLAINT

Defendant Motorola Mobility LLC (“Motorola”) hereby submits the following Answer and Affirmative Defenses to the Complaint filed by Plaintiff Jonathan Gabrielli (“Plaintiff”). Unless expressly admitted herein, Motorola denies the allegations of the Complaint:

INTRODUCTION¹

1. Motorola admits that Plaintiff purports to bring this lawsuit as a class action. Motorola further admits that a popup cookie consent banner is displayed on its website, which is located at the URL at www.motorola.com/us/en (the “Website”), and further admits the popup includes a button to allow Website visitors to “Reject All non-essential cookies.” Motorola denies the remaining allegations of Paragraph 1, including that there was any privacy violation or breach of consumer trust in violation of California law.

2. Motorola admits that it utilizes certain software/code/cookies obtained from third parties on its Website. Motorola denies the remaining allegations of Paragraph 2.

3. Motorola denies the allegations of Paragraph 3 of the Complaint.

4. Motorola denies the allegations of Paragraph 4 of the Complaint.

5. Motorola lacks knowledge or information sufficient to form a belief about the truth or falsity of what Website visitors “sought to avoid” as alleged in Paragraph 5, and therefore denies the same. Motorola denies that it has made any false statements or violated any state statutes or tort duties. To the extent Paragraph 5 relates to Plaintiff’s Seventh and Eighth Causes of Action that were dismissed through Court order on July 14, 2025, at Dkt. No. 40, such allegations are not relevant to the present dispute. To the extent a further response is required, all of the remaining allegations of Paragraph 5 of the Complaint are denied.

THE PARTIES

6. Motorola lacks knowledge or information sufficient to form a belief about the truth or falsity of the allegations set forth in Paragraph 6 of the Complaint.

7. Denied.

¹ Motorola uses the headings included within the Complaint for organizational purposes only, but does not admit any allegations contained in the headings.

JURISDICTION AND VENUE

8. Motorola responds that Paragraph 8 of the Complaint constitutes a legal conclusion or argument and does not require a response. To the extent a response is required, Motorola lacks knowledge or information sufficient to form a belief about the truth or falsity of the allegations contained in Paragraph 8 of the Complaint.

9. Motorola responds that Paragraph 9 constitutes a legal conclusion or argument and does not require a response. To the extent a response is required, denied.

10. Paragraph 10 of the Complaint constitutes a legal conclusion or argument and does not require a response. To the extent a response is required, denied.

11. Paragraph 11 of the Complaint constitutes a legal conclusion or argument and does not require a response. To the extent a response is required, denied.

SUBSTANTIVE ALLEGATION

A. Defendant Programmed the Website to Include Third-Party Resources that Utilize Cookie Trackers.

12. Motorola lacks knowledge or information sufficient to form a belief about the truth or falsity of the allegations set forth in Paragraph 12 of the Complaint to the extent such allegations pertain to “every website,” and therefore denies the same.

13. Motorola admits that Paragraph 13 includes one way in which to describe an “IP address” but denies that this description is complete and/or the only way in which to describe an “IP address.” To the extent a further response is required, all of the remaining allegations of Paragraph 13 of the Complaint are denied.

14. Motorola admits that it uses certain resources provided by third parties on certain portions of its Website, including software/code/cookies, and that some such use(s) are subject to and governed by agreements between Motorola and third parties. Motorola denies the remaining allegations of Paragraph 14.

15. Motorola admits that it uses certain cookies provided by third parties on certain portions of the Website. Motorola lacks knowledge or information sufficient to form a belief about

1 the truth or falsity of the remaining allegations set forth in Paragraph 15 of the Complaint, and
2 therefore denies the same. To the extent a further response is required, denied.

3 16. Motorola admits that Paragraph 16 includes one way in which to describe “first-
4 party cookies” but denies that this description is complete and/or the only way in which to describe
5 “first-party cookies.” To the extent a further response is required, all of the remaining allegations
6 of Paragraph 16 of the Complaint are denied.

7 17. Motorola admits that Paragraph 17 includes one way in which to describe “third-
8 party cookies” but denies that this description is complete and/or the only way in which to describe
9 “third-party cookies.” To the extent a further response is required, all of the remaining allegations
10 of Paragraph 17 of the Complaint are denied.

11 18. Motorola denies the allegations in the Paragraph 18 of the Complaint.

12 19. Motorola admits that a variety of cookies exist, which can be used for different
13 purposes. Motorola denies Plaintiff’s characterization of the purpose and use of third-party
14 cookies. Motorola lacks knowledge or information sufficient to form a belief about the truth or
15 falsity of the remaining allegations set forth in Paragraph 19 of the Complaint, and therefore denies
16 the same.

17 20. Motorola admits, some smartphones and/or mobile devices are manufactured by/for
18 it. Motorola further admits its Website offers information about its products and allows visitors to
19 purchase products. Motorola also admits that it collects certain necessary and/or authorized
20 information about its Website users when they interact with Motorola’s Website. Motorola denies
21 the remaining allegations in Paragraph 20.

22 21. Motorola admits that it utilizes third-party software/code/cookies on certain portions
23 of its Website. Motorola denies the remaining allegations of Paragraph 21.

24 22. Motorola admits that its Website includes a Privacy Statement and Terms of Use
25 (attached hereto as **Exhibit A**), which govern the use of Motorola’s website. Motorola responds
26 that the information contained at the cited Privacy Statement and Terms of Use speak for
27 themselves. To the extent the allegations in Paragraph 22 attempt to interpret the information,
28 Motorola denies any such interpretation. To the extent a further response is required, denied.

B. Defendant Falsely Informed Users That They Could Reject the Website's Use of Cookies.

23. Motorola admits that when users of its Website currently visit the Website a popup cookie consent banner appears. Motorola denies that the “Reject All non-essential cookies” button has always been included in the popup banner on Motorola’s homepage. Motorola further responds that the information contained at the cited popup cookie consent banner and Privacy Policy speak for themselves. To the extent the allegations in Paragraph 23 attempt to interpret the information, Motorola denies any such interpretation. To the extent a further response is required, all of the remaining allegations of Paragraph 23 of the Complaint are denied.

24. Motorola admits that its Website users may click or select options on its popup cookie consent banner and, depending on those selections, the popup cookie consent banner might disappear. Motorola denies that the “Reject All non-essential cookies” button has always been included in the popup banner on Motorola’s homepage. Motorola denies the remaining allegations of Paragraph 24.

25. Motorola lacks knowledge or information sufficient to form a belief about the truth or falsity of the allegations in Paragraph 25, and therefore denies the same.

26. Motorola denies the allegations in Paragraph 26 of the Complaint.

27. Motorola denies the allegations in Paragraph 27 of the Complaint.

28. Motorola admits that specialized tools exist that show information about a website visitor’s interactions with that website. Motorola lacks knowledge or information sufficient to form a belief about the truth or falsity of the allegations set forth in Paragraph 28 of the Complaint, and therefore denies the same.

29. Motorola lacks knowledge or information sufficient to form a belief about the truth or falsity of the allegations set forth in Paragraph 29 of the Complaint, and therefore denies the same.

30. Motorola denies the allegations in Paragraph 30 of the Complaint.

31. Motorola denies the allegations in Paragraph 31 of the Complaint.

32. Motorola denies the allegations in Paragraph 32 of the Complaint.

1 **C. Defendant's Conduct Violated Its Own Privacy Statement.**

2 33. Motorola admits that its Website includes a Privacy Statement and Terms of Use
3 (attached hereto as **Exhibit A**), which govern the use of Motorola's website. Motorola responds
4 that the information contained at the cited Privacy Statement and Terms of Use speak for
5 themselves. To the extent the allegations in Paragraph 33 attempt to interpret the information,
6 Motorola denies any such interpretation. To the extent a response is required, all of the remaining
7 allegations of Paragraph 33 of the Complaint are denied.

8 **D. The Private Communications Collected As a Result of Third Party Cookies**
9 **Transmitted When Visiting Defendant's Website.**

10 **1. Google Cookies**

11 34. Motorola admits that it utilizes certain software/code/cookies provided by Google
12 on its Website. Motorola responds that the information contained at the cited links speaks for itself.
13 To the extent the allegations in Paragraph 34 attempt to interpret the information, Motorola denies
14 any such interpretation. To the extent a further response is required, all of the remaining allegations
15 of Paragraph 34 of the Complaint are denied.

16 35. Motorola responds that the information contained at the cited links speaks for itself.
17 To the extent the allegations in Paragraph 35 attempt to interpret the information, Motorola denies
18 any such interpretation. Motorola further lacks knowledge or information to form a belief about the
19 truth or falsity of the remaining allegations set forth in Paragraph 35—including because the cited
20 links do not appear to provide the information alleged—and therefore denies the same. To the extent
21 a further response is required, all of the remaining allegations of Paragraph 35 of the Complaint are
22 denied.

23 36. Motorola responds that the information contained at the cited links speaks for itself.
24 To the extent the allegations in Paragraph 36 attempt to interpret the information, Motorola denies
25 any such interpretation. Motorola further lacks knowledge or information to form a belief about the
26 truth or falsity of the remaining allegations set forth in Paragraph 36—including because the cited
27 links do not appear to provide the information alleged—and therefore denies the same. To the extent
28

1 a further response is required, all of the remaining allegations of Paragraph 36 of the Complaint are
2 denied.

3 37. Motorola responds that the information contained at the cited links speaks for itself.
4 To the extent the allegations in Paragraph 37 attempt to interpret the information, Motorola denies
5 any such interpretation. Motorola further lacks knowledge or information to form a belief about the
6 truth or falsity of the remaining allegations set forth in Paragraph 37—including because the cited
7 links do not appear to provide the information alleged—and therefore denies the same. To the extent
8 a further response is required, all of the remaining allegations of Paragraph 37 of the Complaint are
9 denied.

10 38. Motorola responds that the information contained at the cited links speaks for itself.
11 To the extent the allegations in Paragraph 38 attempt to interpret the information, Motorola denies
12 any such interpretation. Motorola further lacks knowledge or information to form a belief about the
13 truth or falsity of the allegations set forth in Paragraph 38—including because the cited links do not
14 appear to provide the information alleged—and therefore denies the same. To the extent a further
15 response is required, all of the remaining allegations of Paragraph 38 of the Complaint are denied.

16 39. Motorola responds that the information contained at the cited links speaks for itself.
17 To the extent the allegations in Paragraph 39 attempt to interpret the information, Motorola denies
18 any such interpretation. To the extent a further response is required, all of the remaining allegations
19 of Paragraph 39 of the Complaint are denied.

20 40. Motorola admits that it uses third-party software/code/cookies on certain portions
21 of its Website. Motorola denies the remaining allegations of Paragraph 40.

22 41. Motorola admits that it uses third-party software/code/cookies on certain portions
23 of its Website. Motorola denies the remaining allegations of Paragraph 41.

24 42. Motorola admits that it uses third-party software/code/cookies on certain portions
25 of its Website. Motorola denies the remaining allegations of Paragraph 42.

26 43. Motorola lacks knowledge or information sufficient to form a belief about the truth
27 or falsity of the allegations set forth in Paragraph 43 of the Complaint, and therefore denies the
28 same.

1 44. Motorola admits that it uses third-party software/code/cookies on certain portions
2 of its Website. Motorola denies the remaining allegations of Paragraph 44.

3 45. Motorola lacks knowledge or information sufficient to form a belief about the truth
4 or falsity of the allegations set forth in Paragraph 45 of the Complaint, and therefore denies the
5 same.

6 46. Motorola responds that the information contained at the cited link speaks for itself.
7 To the extent the allegations in Paragraph 46 attempt to interpret the information, Motorola denies
8 any such interpretation. Motorola lacks knowledge or information sufficient to form a belief about
9 the truth or falsity of the remaining allegations set forth in Paragraph 46 of the Complaint and
10 therefore denies the same. To the extent a further response is required, all of the remaining
11 allegations of Paragraph 46 of the Complaint are denied.

12 47. Motorola responds that the information contained at the cited link speaks for itself.
13 To the extent the allegations in Paragraph 47 attempt to interpret the information, Motorola denies
14 any such interpretation. To the extent a further response is required, denied.

15 **2. TikTok Cookies**

16 48. Motorola admits that it utilizes certain software/code/cookies provided by TikTok
17 on its Website. Motorola responds that the information contained at the cited links speak for
18 themselves. To the extent the allegations in Paragraph 48 attempt to interpret the information,
19 Motorola denies any such interpretation. To the extent a further response is required, all of the
20 remaining allegation of Paragraph 48 of the Complaint are denied.

21 49. Motorola responds that the information contained at the cited links speaks for itself.
22 To the extent the allegations in Paragraph 49 attempt to interpret the information, Motorola denies
23 any such interpretation. To the extent a further response is required, all of the remaining allegations
24 of Paragraph 49 of the Complaint are denied.

25 50. Motorola responds that the information contained at the cited links speaks for itself.
26 To the extent the allegations in Paragraph 50 attempt to interpret the information, Motorola denies
27 any such interpretation. To the extent a further response is required, all of the remaining allegations
28 of Paragraph 50 of the Complaint are denied.

1 51. Motorola admits that it uses third-party software/code/cookies on certain portions
2 of its Website. Motorola responds that the information contained at the cited links speaks for itself.
3 To the extent the allegations in Paragraph 51 attempt to interpret the information, Motorola denies
4 any such interpretation. Motorola further lacks knowledge or information to form a belief about the
5 truth or falsity of the allegations set forth in Paragraph 51—including because the cited links do not
6 appear to provide the information alleged—and therefore denies the same. To the extent a further
7 response is required, all of the remaining allegations of Paragraph 51 of the Complaint are denied.

8 52. Motorola responds that the information contained at the cited links speaks for itself.
9 To the extent the allegations in Paragraph 52 attempt to interpret the information, Motorola denies
10 any such interpretation. Motorola further lacks knowledge or information to form a belief about the
11 truth or falsity of the remaining allegations set forth in Paragraph 52—including because the cited
12 links do not appear to provide the information alleged—and therefore denies the same. To the
13 extent a further response is required, all of the remaining allegations of Paragraph 52 of the
14 Complaint are denied.

15 53. Motorola admits that it uses third-party software/code/cookies on certain portions
16 of its Website. Motorola responds that the information contained at the cited links speaks for itself.
17 To the extent the allegations in Paragraph 53 attempt to interpret the information, Motorola denies
18 any such interpretation. Motorola further lacks knowledge or information to form a belief about the
19 truth or falsity of the remaining allegations set forth in Paragraph 53—including because the cited
20 links do not appear to provide the information alleged—and therefore denies the same. To the
21 extent a further response is required, all of the remaining allegations of Paragraph 53 of the
22 Complaint are denied.

23 54. Motorola admits that it uses third-party software/code/cookies on certain portions
24 of its Website. Motorola denies the remaining allegations of Paragraph 54.

25 55. Motorola responds that the information contained in the cited portion of TikTok's
26 website speaks for itself. To the extent the allegations in Paragraph 55 attempt to interpret the
27 information, Motorola denies any such interpretation. To the extent a further response is required,
28 all of the remaining allegations of Paragraph 55 of the Complaint are denied.

1 56. Motorola admits that it uses third-party software/code/cookies on certain portions
2 of its Website. Motorola denies the remaining allegations of Paragraph 56.

3 57. Motorola admits that it uses third-party software/code/cookies on certain portions
4 of its Website. Motorola denies the remaining allegations of Paragraph 57.

5 58. Motorola responds that the information contained at the cited links speaks for itself.
6 To the extent the allegations in Paragraph 58 attempt to interpret the information, Motorola denies
7 any such interpretation. Motorola further lacks knowledge or information to form a belief about the
8 truth or falsity of the remaining allegations set forth in Paragraph 58—including because the cited
9 links do not appear to provide the information alleged—and therefore denies the same. To the
10 extent a further response is required, all of the remaining allegations of Paragraph 58 of the
11 Complaint are denied.

12 59. Motorola responds that the information contained at the cited link speaks for itself.
13 To the extent the allegations in Paragraph 59 attempt to interpret the information, Motorola denies
14 any such interpretation. To the extent a further response is required, all of the remaining allegations
15 of Paragraph 59 of the Complaint are denied.

16 **3. Additional Third Party Cookies**

17 60. Motorola admits that it utilizes certain software/code/cookies from additional third
18 parties on certain portions of its Website. Motorola denies the remaining allegations in Paragraph
19 60.

20 61. Motorola admits that the domain s.amazon-adsystem.com appears to be associated
21 with Amazon. Motorola lacks knowledge or information sufficient to form a belief about the truth
22 or falsity of the allegations set forth in Paragraph 61 of the Complaint, and therefore denies the
23 same.

24 62. Motorola lacks knowledge or information sufficient to form a belief about the truth
25 or falsity of the allegations set forth in Paragraph 62 of the Complaint, and therefore denies the
26 same.

1 63. Motorola admits that the domain gis.goystore.com appears to be associated with
2 Emplifi. Motorola lacks knowledge or information sufficient to form a belief about the truth or
3 falsity of the allegations set forth in Paragraph 63 of the Complaint, and therefore denies the same.

4 64. Motorola admits that it uses third-party software/code/cookies on certain portions
5 of its Website. Motorola denies the remaining allegations of Paragraph 64.

6 **E. The Private Communications Collected is Valuable.**

7 65. Motorola admits that it utilizes certain software/code/cookies provided by third
8 parties on certain portions of its Website. Motorola denies the remaining allegations in Paragraph
9 65. To the extent a further response is required, all of the remaining allegations of Paragraph 65 of
10 the Complaint are denied.

11 66. Motorola admits that it utilizes certain software/code/cookies on its Website, and
12 that certain of those software/code/cookies provides information about Website visitors. Motorola
13 further admits that the appropriate, proper, and approved use of these software/code/cookies is
14 important to the operation of Motorola's Website and business. Motorola denies the remaining
15 allegations in Paragraph 66.

16 67. Motorola responds that the information contained in the cited link speaks for itself.
17 To the extent the allegations in Paragraph 67 attempt to interpret the information, Motorola denies
18 any such interpretation. To the extent a further response is required, all of the remaining allegations
19 of Paragraph 67 of the Complaint are denied.

20 68. Paragraph 68 of the Complaint constitutes a legal conclusion or argument and does
21 not require a response. To the extent a response is required, all of the remaining allegations of
22 Paragraph 68 of the Complaint are similarly denied.

23 69. Motorola denies the allegations in Paragraph 69 of the Complaint.

24 **PLAINTIFF'S EXPERIENCES**

25 70. Motorola lacks knowledge or information sufficient to form a belief about the truth
26 or falsity of the allegations set forth in Paragraph 70 of the Complaint, and therefore denies the
27 same.

1 71. Motorola admits that when individuals currently visit the Website, they are
2 presented with a popup cookie consent banner that includes a button labeled “Click Here to Reject
3 All non-essential cookies,” but denies that such button has always been included in the popup
4 banner on Motorola’s homepage. Motorola further responds that the information contained in this
5 popup speaks for itself. As to the remaining allegations, Motorola lacks knowledge or information
6 sufficient to form a belief about the truth or falsity of the allegations set forth in Paragraph 71 of
7 the Complaint, and therefore denies the same.

8 72. Motorola lacks knowledge or information sufficient to form a belief about the truth
9 or falsity of the allegations set forth in Paragraph 72 of the Complaint, and therefore denies the
10 same.

11 73. Motorola lacks knowledge or information sufficient to form a belief about the truth
12 or falsity of the allegations set forth in Paragraph 73 of the Complaint, and therefore denies the
13 same.

14 74. Motorola lacks knowledge or information sufficient to form a belief about the truth
15 or falsity of the allegations set forth in Paragraph 74 of the Complaint pertaining to Plaintiff’s
16 alleged use of Motorola’s Website, and therefore denies the same. To the extent a further response
17 is required, all of the remaining allegations of Paragraph 74 of the Complaint are denied.

18 75. As to the allegation regarding Plaintiff’s browsing actions, Motorola lacks
19 knowledge or information sufficient to form a belief about the truth or falsity of the allegations set
20 forth in Paragraph 75 of the Complaint, and therefore denies the same. To the extent a further
21 response is required, all of the remaining allegations of Paragraph 75 of the Complaint are denied.

22 76. As to the allegation regarding Plaintiff’s browsing habits, Motorola lacks knowledge
23 or information sufficient to form a belief about the truth or falsity of the allegations set forth in
24 Paragraph 76 of the Complaint, and therefore denies the same. To the extent a further response is
25 required, all of the remaining allegations of Paragraph 76 of the Complaint are denied.

26 77. As to the allegation regarding Plaintiff’s past and preferred future browsing habits,
27 Motorola lacks knowledge or information sufficient to form a belief about the truth or falsity of the
28 allegations set forth in Paragraph 77 of the Complaint, and therefore denies the same. To the extent

1 a further response is required, all of the remaining allegations of Paragraph 77 of the Complaint are
2 denied.

3 CLASS ALLEGATIONS

4 78. Motorola admits that Plaintiff purports to bring this lawsuit as a class action under
5 Rule 23 of the Federal Rules of Civil Procedure, and that Plaintiff proposes the listed Class.
6 Motorola denies that the listed “Class Period” is appropriate given the applicable statutes of
7 limitations. To the extent a further response is required, Motorola lacks knowledge or information
8 sufficient to form a belief about the truth or falsity of the allegations contained in Paragraph 78 of
9 the Complaint

10 79. Paragraph 79 of the Complaint constitutes a legal conclusion or argument and does
11 not require a response. To the extent a response is required, denied.

12 80. Paragraph 80 of the Complaint constitutes a legal conclusion or argument and does
13 not require a response. To the extent a response is required, denied.

14 81. Paragraph 81 of the Complaint constitutes a legal conclusion or argument and does
15 not require a response. To the extent a response is required, denied.

16 82. Paragraph 82 of the Complaint constitutes a legal conclusion or argument and does
17 not require a response. To the extent a response is required, denied.

18 83. Paragraph 83 of the Complaint constitutes a legal conclusion or argument and does
19 not require a response. To the extent a response is required, denied.

20 84. Paragraph 84 of the Complaint constitutes a legal conclusion or argument and does
21 not require a response. To the extent a response is required, denied.

22 85. Paragraph 85 of the Complaint constitutes a legal conclusion or argument and does
23 not require a response. To the extent a response is required, denied.

24 CAUSES OF ACTION

25 First Cause of Action: Invasion of Privacy

26 86. Motorola realleges and incorporates by reference all Paragraphs of this Answer as
27 if set forth herein.
28

1 87. Paragraph 87 of the Complaint constitutes a legal conclusion or argument and does
2 not require a response. To the extent a response is required, denied.

3 88. Motorola denies the allegations in Paragraph 88 of the Complaint.

4 89. As to the allegation regarding Plaintiff's and proposed Class member's expectations,
5 conduct, and beliefs, Motorola lacks knowledge or information sufficient to form a belief about the
6 truth or falsity of the allegations set forth in Paragraph 89 of the Complaint, and therefore denies
7 the same. To the extent a further response is required, all of the remaining allegations of Paragraph
8 89 of the Complaint are denied.

9 90. Motorola responds that the cited statute speaks for itself. To the extent the
10 allegations in Paragraph 90 attempt to interpret the statute, Motorola denies any such interpretation.
11 To the extent a further response is required, all of the remaining allegations of Paragraph 90 of the
12 Complaint are denied.

13 91. Motorola denies the allegations in Paragraph 91 of the Complaint.

14 92. Motorola denies the allegations in Paragraph 92 of the Complaint.

15 93. Motorola denies the allegations in Paragraph 93 of the Complaint.

16 94. Motorola denies the allegations in Paragraph 94 of the Complaint.

17 95. Motorola denies the allegations of Paragraph 95 of the Complaint.

18 96. Motorola admits that Plaintiff and proposed Class members are seeking relief but
19 denies they are entitled to the same. To the extent a further response is required, all of the remaining
20 allegations of Paragraph 96 of the Complaint are denied.

21 97. Motorola admits that Plaintiff and proposed Class members are seeking relief but
22 denies they are entitled to the same. To the extent a further response is required, all of the remaining
23 allegations of Paragraph 97 of the Complaint are denied.

24 **Second Cause of Action: Intrusion Upon Seclusion**

25 98. Motorola realleges and incorporates by reference all Paragraphs of this Answer as
26 if set forth herein.

27 99. Paragraph 99 of the Complaint constitutes a legal conclusion or argument and does
28 not require a response. To the extent a response is required, denied.

100. Motorola denies the allegations in Paragraph 100 of the Complaint.

101. Motorola denies the allegations in Paragraph 101 of the Complaint.

102. Motorola denies the allegations in Paragraph 102 of the Complaint.

103. Motorola denies the allegations in Paragraph 103 of the Complaint.

104. Motorola denies the allegations in Paragraph 104 of the Complaint.

105. Motorola denies the allegations in Paragraph 105 of the Complaint.

106. Motorola admits that Plaintiff and proposed Class members are seeking relief but denies they are entitled to the same. To the extent a further response is required, all of the remaining allegations of Paragraph 106 of the Complaint are denied.

107. Motorola admits that Plaintiff and proposed Class members are seeking relief. To the extent a further response is required, all of the remaining allegations of Paragraph 74 of the Complaint are denied.

Third Cause of Action: Wiretapping in Violation of the California Invasion of Privacy Act
(California Penal Code § 631)

108. Motorola realleges and incorporates by reference all Paragraphs of this Answer as if set forth herein.

109. Motorola responds that the statute speaks for itself. To the extent the allegations in Paragraph 109 attempt to interpret the statute, Motorola denies any such interpretation. To the extent a further response is required, all of the remaining allegations of Paragraph 109 of the Complaint are denied.

110. Motorola responds that the case cited speaks for itself. To the extent the allegations in Paragraph 110 attempt to interpret the caselaw, Motorola denies any such interpretation. To the extent a further response is required, all of the remaining allegations of Paragraph 110 of the Complaint are denied.

111. Motorola responds that the case cited speaks for itself. To the extent the allegations in Paragraph 111 attempt to interpret the caselaw, Motorola denies any such interpretation. To the extent a further response is required, all of the remaining allegations of Paragraph 111 of the Complaint are denied.

1 112. Motorola responds that the case and statute cited speak for themselves. To the extent
2 the allegations in Paragraph 112 attempt to interpret the same, Motorola denies any such
3 interpretation. Additionally, Paragraph 112 contains legal conclusions or argument and does not
4 require a response. To the extent a further response is required, all of the remaining allegations of
5 Paragraph 112 of the Complaint are denied.

6 113. Motorola responds that the statute cited speaks for itself. To the extent the
7 allegations in Paragraph 113 attempt to interpret the statute, Motorola denies any such
8 interpretation. To the extent a further response is required, all of the remaining allegations of
9 Paragraph 113 of the Complaint are denied.

10 114. Paragraph 114 of the Complaint constitutes a legal conclusion or argument and does
11 not require a response. To the extent a response is required, denied.

12 115. Paragraph 115 of the Complaint constitutes a legal conclusion or argument and does
13 not require a response. Motorola further responds that the cases and statute cited speak for
14 themselves. To the extent the allegations in Paragraph 115 attempt to interpret the information,
15 Motorola denies any such interpretation. To the extent a further response is required, all of the
16 remaining allegations of Paragraph 115 of the Complaint are denied.

17 116. Paragraph 116 of the Complaint constitutes a legal conclusion or argument and does
18 not require a response. Motorola further responds that the cited statute speaks for itself. To the
19 extent the allegations in Paragraph 116 attempt to interpret the statute, Motorola denies any such
20 interpretation. Furthermore, Paragraph 116 of the Complaint constitutes a legal conclusion or
21 argument and does not require a response. To the extent a further response is required, all of the
22 remaining allegations of Paragraph 116 of the Complaint are denied.

23 117. Paragraph 117 of the Complaint constitutes a legal conclusion or argument and does
24 not require a response. Motorola further responds that the cited cases for themselves. To the extent
25 the allegations in Paragraph 117 attempt to interpret the caselaw, Motorola denies any such
26 interpretation. Furthermore, Paragraph 117 of the Complaint constitutes a legal conclusion or
27 argument and does not require a response. To the extent a further response is required, all of the
28 remaining allegations of Paragraph 117 of the Complaint are denied.

1 118. Motorola responds that the statute cited speaks for itself. To the extent the
2 allegations in Paragraph 118 attempt to interpret the statute, Motorola denies any such
3 interpretation. Furthermore, Paragraph 118 of the Complaint constitutes a legal conclusion or
4 argument and does not require a response. To the extent a further response is required, all of the
5 remaining allegations of Paragraph 118 of the Complaint are denied.

6 119. Motorola denies the allegations in Paragraph 119 of the Complaint.

7 120. Motorola denies the allegations in Paragraph 120 of the Complaint.

8 121. Motorola denies the allegations in Paragraph 121 of the Complaint.

9 122. Motorola denies the allegations in Paragraph 122 of the Complaint.

10 123. Motorola denies the allegations in Paragraph 123 of the Complaint.

11 124. Motorola denies the allegations in Paragraph 124 of the Complaint.

12 125. Motorola denies the allegations in Paragraph 125 of the Complaint.

13 126. Motorola admits that Plaintiff and proposed Class members are seeking relief but
14 denies they are entitled to the same. To the extent a further response is required, all of the remaining
15 allegations of Paragraph 126 of the Complaint are denied.

16 127. Motorola denies the allegations in Paragraph 127 of the Complaint.

17 **Fourth Cause of Action: Use of a Pen Register in Violation of the California Invasion of**
18 **Privacy Act (California Penal Code § 638.51)**

19 128. Motorola realleges and incorporates by reference all Paragraphs of this Answer as
20 if set forth herein.

21 129. Motorola responds that the statute cited speaks for itself. To the extent the
22 allegations in Paragraph 129 attempt to interpret the statute, Motorola denies any such
23 interpretation. To the extent a further response is required, all of the remaining allegations of
24 Paragraph 129 of the Complaint are denied.

25 130. Motorola responds that the statute cited speaks for itself. To the extent the
26 allegations in Paragraph 130 attempt to interpret the statute, Motorola denies any such
27 interpretation. To the extent a further response is required, all of the remaining allegations of
28 Paragraph 130 of the Complaint are denied.

1 131. Motorola responds that the statute cited speaks for itself. To the extent the
2 allegations in Paragraph 131 attempt to interpret the statute, Motorola denies any such
3 interpretation. To the extent a further response is required, all of the remaining allegations of
4 Paragraph 131 of the Complaint are denied.

5 132. Paragraph 132 of the Complaint constitutes a legal conclusion or argument and does
6 not require a response. Motorola further responds that the cited statute speaks for itself. To the
7 extent the allegations in Paragraph 132 attempt to interpret the statute, Motorola denies any such
8 interpretation. To the extent a further response is required, all of the remaining allegations of
9 Paragraph 132 of the Complaint are denied.

10 133. Paragraph 133 of the Complaint constitutes a legal conclusion or argument and does
11 not require a response. Motorola further responds that the cited cases speak for themselves. To the
12 extent the allegations in Paragraph 133 attempt to interpret the caselaw, Motorola denies any such
13 interpretation. To the extent a further response is required, all of the remaining allegations of
14 Paragraph 133 of the Complaint are denied.

15 134. Paragraph 134 of the Complaint constitutes a legal conclusion or argument and does
16 not require a response. Motorola further responds that the cited case speaks for itself. To the extent
17 the allegations in Paragraph 134 attempt to interpret the caselaw, Motorola denies any such
18 interpretation. To the extent a further response is required, all of the remaining allegations of
19 Paragraph 134 of the Complaint are denied.

20 135. Motorola denies the allegations in Paragraph 135 of the Complaint.

21 136. Motorola admits the allegations in Paragraph 136 of the Complaint.

22 137. Motorola denies the allegations in Paragraph 137 of the Complaint.

23 138. Motorola responds that the statute cited speaks for itself. To the extent the allegations
24 in Paragraph 138 attempt to interpret the statute, Motorola denies any such interpretation. To the
25 extent a further response is required, all of the remaining allegations of Paragraph 138 of the
26 Complaint are denied.

Fifth Cause of Action: Common Law Fraud, Deceit and/or Misrepresentation

139. Motorola realleges and incorporates by reference all Paragraphs of this Answer as if set forth herein.

140. Motorola denies the allegations in Paragraph 140 of the Complaint.

141. Motorola denies the allegations in Paragraph 141 of the Complaint.

142. Motorola denies the allegations in Paragraph 142 of the Complaint.

143. Motorola denies the allegations in Paragraph 143 of the Complaint.

144. Motorola denies the allegations in Paragraph 144 of the Complaint.

145. Motorola denies the allegations in Paragraph 145 of the Complaint.

146. Motorola denies the allegations in Paragraph 146 of the Complaint.

147. Motorola denies the allegations in Paragraph 147 of the Complaint.

148. Motorola denies the allegations in Paragraph 148 of the Complaint.

149. Motorola denies the allegations in Paragraph 149 of the Complaint.

150. Motorola admits that Plaintiff and proposed Class members are seeking relief but denies they are entitled to the same. To the extent a further response is required, all of the remaining allegations of Paragraph 150 of the Complaint are denied.

Sixth Cause of Action: Unjust Enrichment

151. Motorola realleges and incorporates by reference all Paragraphs of this Answer as if set forth herein.

152. Motorola denies the allegations in Paragraph 152 of the Complaint.

153. Motorola denies the allegations in Paragraph 153 of the Complaint.

154. Motorola denies the allegations in Paragraph 154 of the Complaint.

155. Motorola denies the allegations in Paragraph 155 of the Complaint.

156. Motorola denies the allegations in Paragraph 156 of the Complaint.

157. Motorola denies the allegations in Paragraph 157 of the Complaint.

158. Motorola denies the allegations in Paragraph 158 of the Complaint.

159. Motorola denies the allegations in Paragraph 159 of the Complaint.

160. Motorola denies the allegations in Paragraph 160 of the Complaint.

Seventh Cause of Action: Breach of Contract

161. Paragraph 161 relates to Plaintiff's Seventh Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

162. Paragraph 162 relates to Plaintiff's Seventh Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

163. Paragraph 163 relates to Plaintiff's Seventh Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

164. Paragraph 164 relates to Plaintiff's Seventh Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

165. Paragraph 165 relates to Plaintiff's Seventh Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

166. Paragraph 166 relates to Plaintiff's Seventh Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

167. Paragraph 167 relates to Plaintiff's Seventh Cause of Action that was dismissed through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present

1 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes
2 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

3 168. Paragraph 168 relates to Plaintiff's Seventh Cause of Action that was dismissed
4 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present
5 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes
6 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

7 **Eighth Cause of Action: Breach of Implied Covenant of Good Faith and Fair Dealing**

8 169. Paragraph 169 relates to Plaintiff's Eighth Cause of Action that was dismissed
9 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present
10 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes
11 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

12 170. Paragraph 170 relates to Plaintiff's Eighth Cause of Action that was dismissed
13 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present
14 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes
15 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

16 171. Paragraph 171 relates to Plaintiff's Eighth Cause of Action that was dismissed
17 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present
18 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes
19 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

20 172. Paragraph 172 relates to Plaintiff's Eighth Cause of Action that was dismissed
21 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present
22 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes
23 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

24 173. Paragraph 173 relates to Plaintiff's Eighth Cause of Action that was dismissed
25 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present
26 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes
27 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.
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1 174. Paragraph 174 relates to Plaintiff's Eighth Cause of Action that was dismissed
2 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present
3 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes
4 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

5 175. Paragraph 175 relates to Plaintiff's Eighth Cause of Action that was dismissed
6 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present
7 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes
8 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

9 176. Paragraph 176 relates to Plaintiff's Eighth Cause of Action that was dismissed
10 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present
11 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes
12 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

13 177. Paragraph 177 relates to Plaintiff's Eighth Cause of Action that was dismissed
14 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present
15 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes
16 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

17 178. Paragraph 178 relates to Plaintiff's Eighth Cause of Action that was dismissed
18 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present
19 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes
20 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

21 179. Paragraph 179 relates to Plaintiff's Eighth Cause of Action that was dismissed
22 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present
23 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes
24 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

25 **Ninth Cause of Action: Trespass to Chattels**

26 180. Paragraph 180 relates to Plaintiff's Ninth Cause of Action that was dismissed
27 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present
28

1 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes
2 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

3 181. Paragraph 181 relates to Plaintiff's Ninth Cause of Action that was dismissed
4 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present
5 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes
6 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

7 182. Paragraph 182 relates to Plaintiff's Ninth Cause of Action that was dismissed
8 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present
9 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes
10 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

11 183. Paragraph 183 relates to Plaintiff's Ninth Cause of Action that was dismissed
12 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present
13 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes
14 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

15 184. Paragraph 184 relates to Plaintiff's Ninth Cause of Action that was dismissed
16 through Court order on July 14, 2025, at Dkt. No. 40, and is therefore not relevant to the present
17 dispute. As such, no response to this allegation is necessary. To the extent this allegation becomes
18 relevant to this dispute in the future, Motorola reserves its right to more fully respond to the same.

19 **PRAYER FOR RELIEF**

20 Motorola denies the WHEREFORE clause and all relief requested therein. Motorola denies
21 that Plaintiff and the purported Class Members are entitled to any relief.

22 **AFFIRMATIVE DEFENSES**

23 By way of further answer, and as affirmative defenses to Plaintiff's Complaint, Motorola
24 states as follows:

25 **FIRST AFFIRMATIVE DEFENSE**

26 **(Lack of Subject Matter Jurisdiction)**

27 This Court lacks subject matter jurisdiction to decide Plaintiff's claims and/or those of the
28 purported class.

SECOND AFFIRMATIVE DEFENSE

(Lack of Personal Jurisdiction)

This Court lacks personal jurisdiction over Motorola with respect to Plaintiff's claims and/or those of the purported class.

THIRD AFFIRMATIVE DEFENSE

(Standing)

Plaintiff and/or members of the purported class lack standing to pursue the claims alleged herein.

FOURTH AFFIRMATIVE DEFENSE

(Statute of Limitations and Laches)

Some or all of Plaintiff's claims and/or those of the purported class are barred by the statute of limitations and/or laches.

FIFTH AFFIRMATIVE DEFENSE

(Failure to State a Claim)

Plaintiff and/or members of the purported class have failed to state a claim against Motorola upon which relief can be granted.

SIXTH AFFIRMATIVE DEFENSE

(Estoppel and Waiver)

Some or all of Plaintiff's claims and/or those of the purported class are barred by the doctrines of estoppel and waiver.

SEVENTH AFFIRMATIVE DEFENSE

(Consent)

All of Plaintiff's claims and/or those of the purported class are barred because Plaintiff and/or members of the purported class consented to any alleged Third Party software/code/cookies used on the Website.

EIGHTH AFFIRMATIVE DEFENSE**(Unclean Hands)**

Plaintiff's claims and/or those of the purported class are barred by the equitable doctrine of unclean hands.

NINTH AFFIRMATIVE DEFENSE**(No Claim for Damages)**

Plaintiff and/or members of the purported class have not sustained any damages as a consequence of the conduct alleged in the Complaint and can state no claim for damages based thereon.

TENTH AFFIRMATIVE DEFENSE**(Failure to Mitigate Damages)**

If Plaintiff and/or members of the purported class sustained damages by reason of the allegations in the Complaint, which allegations are denied, neither Plaintiff nor members of the purported class may recover for such damages because they failed to properly mitigate such damages.

ELEVENTH AFFIRMATIVE DEFENSE**(Lack of Causation)**

If Plaintiff and/or members of the purported class sustained damages by reason of the allegations in the Complaint, which allegations are denied, such alleged damages were not proximately or legally caused by Motorola.

TWELFTH AFFIRMATIVE DEFENSE**(No Entitlement to Relief)**

Plaintiff and/or members of the purported class are not entitled to be awarded the relief sought against Motorola.

THIRTEENTH AFFIRMATIVE DEFENSE**(No Attorneys' Fees)**

Neither Plaintiff nor members of the purported class can state a claim for attorneys' fees against Motorola.

FOURTEENTH AFFIRMATIVE DEFENSE

(Assumption of the Risk)

Plaintiff's claims and/or those of the purported class are barred due to assumption of the risk.

FIFTEENTH AFFIRMATIVE DEFENSE

(Contributory/Comparative Negligence)

Plaintiff's claims and/or those of the purported class are barred due to contributory and/or comparative negligence.

SIXTEENTH AFFIRMATIVE DEFENSE

(Numerosity)

Plaintiff does not satisfy the requirements under Federal Rule of Civil Procedure 23 because the purported class is not so numerous that joinder of all members is impracticable.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Commonality)

Plaintiff does not satisfy the requirements under Federal Rule of Civil Procedure 23 because the questions of law or Complaint are not common to the purported class.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Typicality)

Plaintiff does not satisfy the requirements under Federal Rule of Civil Procedure 23 because the claims or defenses of the representative parties are not typical of the claims or defenses of the purported class.

NINETEENTH AFFIRMATIVE DEFENSE

(Adequacy)

Plaintiff does not satisfy the requirements under Federal Rule of Civil Procedure 23 because Plaintiff will not fairly and adequately protect the interests of the purported class.

TWENTIETH AFFIRMATIVE DEFENSE**(Predominance)**

Plaintiff does not satisfy the requirements under Federal Rule of Civil Procedure 23 because questions of law or Complaint common to class members do not predominate over any questions affecting only individuals.

TWENTY-FIRST AFFIRMATIVE DEFENSE**(Superiority)**

Plaintiff does not satisfy the requirements under Federal Rule of Civil Procedure 23 because a class action is not superior to other available methods to fairly and efficiently adjudicate the controversy.

TWENTY-SECOND AFFIRMATIVE DEFENSE**(Bonafide Error)**

Plaintiff's claims and/or those of the purported class are barred due to a bona fide error to the extent any error occurred.

ADDITIONAL AFFIRMATIVE DEFENSES

Motorola has insufficient information upon which to form a belief as to whether it may have additional unstated affirmative defenses. Motorola reserves the right to assert additional defenses in the event discovery indicates they are appropriate.

K&L GATES LLP

Dated: August 18, 2025

By: /s/ Zachary Timm

Paul W. Sweeney, Jr.
Zachary Timm
Chief Coleman

Attorneys for Defendant
Motorola Mobility LLC